

**DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES**

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
616 H STREET, N.W., ROOM 622
WASHINGTON, D.C. 20001

DATE ISSUED: September 2, 2016

OPENING ATE: _____

OPENING TIME: _____

SOLICITATION NUMBER: DCSC-16-RP-0074

CLOSING DATE: September 16, 2016

CLOSING TIME: 2:00 P.M. EST.

OFFER/BID FOR: Juvenile Probation Case Management System

MARKET TYPE: OPEN

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” mean Bid” and Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under —AWARD below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.				
<p style="text-align: center;">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p>			
	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none; vertical-align: bottom;"> <p>Signature</p> <p style="text-align: right;">(Seal)</p> </td> <td style="width: 30%; border: none; vertical-align: bottom;"> <p>Date:</p> </td> </tr> </table>		<p>Signature</p> <p style="text-align: right;">(Seal)</p>	<p>Date:</p>
	<p>Signature</p> <p style="text-align: right;">(Seal)</p>	<p>Date:</p>		
<p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) (Attest)</p>				

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____		AWARD AMOUNT \$ _____	
ACCEPTED AS TO THE FOLLOWING ITEMS:			
		DISTRICT OF COLUMBIA COURTS	
		BY: _____	
		CONTRACTING OFFICER	
CONTRACT PERIOD: _____		AWARD DATE _____	

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed by email to Reginald Ramdat, Senior Contract Specialist at reginald.ramdat@dcsc.gov.

The prospective Offerors shall submit questions no later than 2:00 p.m. on September 8, 2016. The Courts will not consider any questions received after 2:00 p.m. September 8, 2016. Written questions and inquires should be submitted by email to Reginald Ramdat, Senior Contract Specialist at reginald.ramdat@dcsc.gov.

The Courts will post all amendments and responses to offerors questions in the DC Courts and the Federal Business Opportunities Websites at at <http://www.dccourts.gov/internet/system/admin/procurement.jsf> and www.fedbizopps.gov . Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

This solicitation is an **OPEN MARKET** procurement.

1. ACKNOWLEDGMENT OF AMENDMENTS

The Offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offeror may acknowledge addendum here or on addendum or both.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts (the Courts) is seeking a qualified Contractor to provide a web based Juvenile Probation Case Management System (JPCMS) in accordance with the technical specifications and provisions of this Request For Proposals (RFP). The Courts intend to award a firm-fixed price contract.
- B.2 The Contractor shall submit a price for the product and services specified below in Section B.4.
- B.3 **CONTRACT PERIOD**
- B.3.1 The term of the contract shall not exceed one year from the date of award. The Courts has the option to extend the period of performance for an additional four years in one year increments or fractions thereof. The date of award shall be from the date of the Contracting Officer's signature.
- B.4 **PRICE/COST SCHEDULE**

Table B.4.1 Base Year Period – 12 Months

CLIN #	CLIN Description	Total Price
0001	JPCMS (License and support)	\$
0002	Project Implementation	\$
Total Price		\$

Table B.4.2 Option Year One Period – 12 Months

CLIN #	CLIN Description	Total Price
1001	JPCMS (Licenses and support)	\$
Total Price		\$

Table B.4.3 Option Year Two Period – 12 Months

CLIN #	CLIN Description	Total Price
2001	JPCMS (Licenses and support)	\$
Total Price		\$

Table B.4.4 Option Year Three Period – 12 Months

CLIN #	CLIN Description	Total Price
3001	JPCMS (Licenses and support)	\$

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Total Price	\$
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Table B.4.5 Option Year Four Period – 12 Months

CLIN #	CLIN Description	Total Price
4001	JPCMS (Licenses and support)	\$
Total Price		\$ _

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Goal

- C.1.1 The goal of this project is to implement a state-of-the-art JPCMS for the Courts as a Commercial-Off-the-Shelf (COTS) product. The Courts is open to considering either a cloud-based or on premise hosted COTS product.
- C.1.2 Should an on premise hosted COTS product is proposed, the Contractor shall ensure that the product is compatible with the Courts' enterprise architecture listed in Section C.4, Item 19.0, Systems Compatibility Requirements.
- C.1.3 The JPCMS implementation will be carried out based on an approved "JPCMS Project Plan" to be developed by the contractor. The project plan is described in Section C.5 "Project Management Approach."
- C.1.4 A new JPCMS will be selected through this competitive acquisition process.

C.2 Background

- C.2.1 The Courts, the judicial branch of the District of Columbia government, is comprised of the Court of Appeals (DCCA), the highest court of the Courts; the Superior Court of the District of Columbia (DCSC), a trial court with general jurisdiction over virtually all local legal matters; and the Court System, which provides administrative support functions of both Courts. Its mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the nation's capital. The Courts' mission and its operations rely heavily on information technology (IT), and the organization's dependence on technology will continue into the future.
- C.2.2 The Court Social Services Division (CSSD), under theegis of the DCSC, serves as the juvenile probation department for the District of Columbia. The CSSD is responsible for serving and supervising juveniles involved in the "front-end" of the juvenile justice system. Those juveniles include: all newly arrested youth entering the Court system in juvenile delinquency (DEL), to include the pre-trial and pre-disposition phase of adjudication, Status Offenders referred for either habitual truancy, and Persons In Need of Supervision (PINS), as well as youth adjudicated for a period of probation..
- C.2.3 CSSD currently has an average of 1,200 - 1350 juveniles under its supervision at any given time. The Division's approximately 175-person staff is responsible for:
 - C.2.3.1 Screening and assessing each newly arrested youth's social history and risk to public safety;

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- C.2.3.2 Conducting youth and family assessments and screenings, including Family Group Conferences (FGC);
- C.2.3.3 Making petition, shelter and detention recommendations to the Office of the Attorney General (OAG);
- C.2.3.4 Advising and making recommendations to the Courts throughout all phases of the adjudication process regarding the habilitation and rehabilitation of youth under supervision;
- C.2.3.5 Conducting home, school, community assessments, and community supervision toward the development of comprehensive pre- and post-disposition probation services, supervision plans and alternatives to detention;
- C.2.3.6 Recommending and facilitating commitment of youth to the District of Columbia's Department of Youth Rehabilitation Services (DYRS); and
- C.2.3.7 Coordinating services and monitoring all court involve youth.

C.2.4 The Courts currently utilizes a client-server COTS case management system application licensed from CourtView Justice Solutions, Inc. The CourtView2 application is a comprehensive case management system that stores and tracks all the activities in a case life cycle for all case types including family, civil, criminal, domestic violence, probate and tax matters. On the back-end, CourtView runs on an Oracle database, while the application and user interface layers utilize a proprietary developed solution. Additionally, the CourtView application incorporates a document management and imaging workflow solution – OnBase (a COTS document management system that is tightly integrated with CourtView), relying on a relational database as well as file system.

To enable electronic data exchange with other systems the CourtView2 application utilizes an open standards Enterprise Service Bus (ESB) platform to communicate between disparate justice applications via a variety of protocols including web services, JMS based message queues, Java database connectivity, TCP/IP socket communication, and traditional file transfer protocol (FTP).

C.2.5 While it does store Juvenile Social Files (JSF) summary data, CourtView has limitations to store and track the aforementioned (Section C2.3) comprehensive juvenile probation activities, generate reports and provide data outputs in both aggregate and disaggregated formats.

C.3 Statement of Work

C.3.1 The requirements for JPCMS were gathered and documented from a series of meetings conducted with various CSSD stakeholders and Information and Technology Division (ITD).

C.3.2 The Contractor should complete the columns as follows:

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1. Yes = Your solution currently supports the requirement without the need of customization or modification.
2. Future Release Version / Date = Your solution will support the requirement in a future version. Please supply the date of future release.
3. Customization/Modification Required = Your solution does not currently support the requirement but the requirement could be met with a customization or modification. Please supply details (e.g. level of effort, cost).
 - a. “Customization” is defined as a change to the configuration but not a change to the core code.
 - b. “Modification” is defined as a change to the core code.
4. Further Info Provided by Contractor = Please provide any additional comments needed relative to the requirement.

C.4 Functional and Systems Requirements

C.4.1 The JPCMS functional and systems requirements are as follows:

Table C.4.1 JPCMS Functional and Systems Requirements

Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
1.0 Case Management Activities				
1.1 The system shall provide both person-centric and case-centric views. A person-centric view, for example, shall show all related legal cases associated with juvenile social file matter.				
1.2 The system shall provide the capability to initiate and maintain juvenile social file (JSF) matters.				
1.2.1 The system shall provide robust search capabilities to identify potential identity matches prior to new identity creation.				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
1.3 The system shall provide the capability to schedule and result events associated with JSF matters.				
1.4 The system shall provide the capability to enter and maintain party attributes such as physical characteristics, address, services provided, etc.				
1.5 The system shall provide the capability to generate alerts to internal Court personnel as well as external stakeholders.				
1.6 The system shall generate notices to internal Court personnel as well as external stakeholders.				
1.7 The system shall allow for dynamic document generation.				
1.8 The system shall provide the capability to route data and documents to system users based on pre-defined rule definitions.				
1.9 The system shall allow for one or more disposition status' to be applied to a juvenile social file matter.				
1.10 The system shall provide for the capability to capture and display any entry or update associated with the life cycle of the juvenile social file matter.				
1.10.1 The system shall display the life cycle events in form of a journal or docket.				
2.0 System Integration				
2.1 The system shall be compatible with Microsoft Word Version 2007 and later.				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
2.2 The system shall be compatible with Microsoft Excel Version 2007 and later.				
2.3 The system shall allow for integration with Active Directory Forest Functional Level 2012.				
2.4 The system shall allow for integration with Microsoft Exchange Server Version 2010 and later.				
3.0 Information Collection/Storage				
3.1 The system shall display data for same juvenile from all DEL cases to include date of arrest.				
3.2 The system shall record the outcome for a juvenile after arrest made by law enforcement.				
3.3 The system shall provide decision support based on the information from the DC Public Schools system (DCPS) Protocol. The DCPS Protocol is a formal methodology practiced by the DCPS, relative to school & student's interaction with CSSD. Decision support refers to the ability to refer to a specific section within the Protocol to cite legal reasoning for the recommendations of the Probation Officer (PO). An electronic copy of the DCPS Protocol will be housed within the new system, and the user can cite or highlight relevant statutes in their assessment/decision making process.				
3.4 The system shall display CourtView data for the same youth from prior DEL cases to include disposition.				
3.5 The system shall display data for the same youth from prior DEL cases to				

Juvenile Probation Case Management System

Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
include custody order history (date, reason for issuance and outcome).				
3.6 The system shall record when a parent/guardian or custodian initiates a walk-in referral, whether or not they possess the required documentation necessary to go forward with processing, and the outcome of the walk-in visit.				
3.7 The system shall record and store copy of the receipt provided to the walk-in, which will document the CSSD recommendation.				
3.8 The system shall record when a youth has been offered diversion based on user (CSSD PO or Deputy Clerk) initiated data entry.				
3.9 The system shall provide the ability to automate the process of faxing/emailing the CSSD diversion referral package.				
3.10 The system shall automate the delivery of intent to petition truancy cases to referral sources (example: OAG, school, parent, Child and Family Services Agency (CFSA), etc.) via email to a dedicated inbox or some other means of electronic data delivery; CSSD to explore legal requirements and necessity of original copies.				
3.11 The system shall provide functionality to determine CSSD unit assignment according to geographic location, program function, etc., based on CSSD user initiated data entry.				
3.12 The system shall store information that is needed for status reports. (to include details of home visit, conditions				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
of release reviewed, school visit, curfew checks, adjustment since previous appearance, recommendations submitted for supervision plan, additional services, i.e. mentoring, family counseling, grief therapy, drug education, family group conference, etc.) as they occur, Template/data entry screen to be created in order to generate status reports.				
3.13 The system shall provide summary data from all scheduled events and event results as docketed in the Court's legal case management system.				
3.14 The system shall provide functionality to tally & document Community Service Obligation, hours performed, status of compliance.				
3.15 The system shall collect and store the information currently on the paper version of re-instatement of petition against youth when Consent Decree condition not met-PO to be notified 60 days prior to the expiration of the probationary term. The expiration date is based on pre-determined time parameter, 60 days from the time of CSSD user initiated data entry.				
3.16 The system shall record information on home study, school visit, curfew checks in JSF for domestic relations cases (the date/time it was scheduled and the date/time it was completed)				
3.17 The system shall record serial number information from Electronic Monitoring Equipment and allow search functionality to display a history				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
of youth who had the device.				
3.18 The system shall record orders for assessment sent to Child Guidance Clinic (CGC) and provide an archive of past orders for the same youth.				
3.19 The system shall provide historical data to list each time a youth has visited the CGC.				
3.20 The system shall allow for the consumption of adult cases types and Family case types associated with youth.				
3.21 The system shall allow for a search by standard identifiers including Date of Birth.				
3.22 The system shall supply notifications of changes to the Pos and Supervisory Probation Officers (SPOs).				
3.22.1 The system shall notify SPOs that they need to review reports when changes have been made.				
3.22.2 The system shall provide some form of notification (e.g., alert) to the PO 60 days prior to the end of probation/consent decrees.				
3.22.3 The system shall provide some form of notification (e.g., alert) to the PO & SPO 10 days after the end of probation/consent decrees.				
3.22.4 The system shall allow CSSD Staff to have access to the Police Service Area (PSA) information on their cases.				
3.22.5 The system shall have the capability to show all of the court hearings that are scheduled for the user for the month built off monthly				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
calendar list created by the PO.				
3.22.6 The system shall have the capability to show all of the court hearings that the user attended for the month built off monthly calendar list created by the PO.				
3.22.7 The system shall provide the ability to “freeze” a case to prevent backdating of information.				
3.22.7.1 The system shall allow the users to change the status of a case to “high profile” automatically restricting access (including viewing) to particular system users.				
3.22.7.2 The system shall allow certain users the ability to add any other CSSD Staff to the list of those allowed access by selecting from a list of employees.				
3.22.7.3 The system shall notify particular users about any new high profile cases that have been put in the system.				
3.22.7.4 The system shall automatically release the high profile restriction upon completion of the case audit by the CSSD Director.				
3.22.8 The system shall allow for the display, sorting and scrolling of data displayed from the interface to the Court’s legal case management system.				
4.0 Reporting Functions (see Appendix A and B)				
4.1 The system shall use the Word template in Appendix A for all PO reports.				
4.2 The system shall allow PO reports				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
to keep older copies of the reports and build a new report starting from the most recent.				
4.3 The system shall allow for all previous text (from last version of a PO report) to be regular text, while new text is to be italicized.				
4.4 The system shall prevent the user from modifying the older previous text of a report while highlighting/italicizing all new information entered.				
4.5 The system shall allow the user to select information such as legal case docket text for inclusion into the report.				
4.5.1 The system shall allow the user to select or cut and paste information from OnBase document images into the report.				
4.5.2 The system shall allow the user to cut and paste information from other systems, such as PRISM, JUSTIS, and MD Case Search into the report.				
4.6 The system shall allow the user to manually change the newly added data in a report.				
4.7 The system shall send an email to the users' supervisor whenever any report is completed.				
4.8 The system shall allow PO to generate Emergency Hearing reports in Appendix B.				
4.9 The system shall allow all data elements relative to the management of a juvenile social matter to be available for merge functions into Word forms.				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
4.10 The system shall provide a report to indicate the number of juveniles transported by DPU staff, per entries on DPU transportation log (Excel spreadsheet), to include tracking the volume of transports by Police Service Area (PSA) and areas surrounding the District of Columbia.				
4.11 The system shall provide monthly activity reports for DPU, to measure # of total participants, # actively monitored, # of new arrests, # stepped back, # of curfew checks (and of those, the # in compliance and the # in non-compliance).				
4.12 The system shall provide a "Date submitted report", comprised of all reports/cases sent to Court (sorted by Judge, date due to JICC, date sent to JICC, unit assignment/SPO).				
4.13 The system shall allow for the creation of GPS specific reports:				
4.13.1 A report that displays the 6 digit GPS serial #, juvenile name, and PO.				
4.13.2 This report needs to be able to select and sort by any of the fields (GPS serial #, juvenile name, PO).				
5.0 Message Notification				
5.1 The system shall store a record of three docketed loss of contact entries and when they occur in a 21 day period, it shall notify the PO & SPO.				
5.2 The system shall notify PO 60 days prior to the expiration of the probationary term. The expiration date is based on pre-determined time parameter, 60 days from the time of				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
CSSD user initiated data entry.				
5.3 The system shall notify CSSD staff when a petition is filed in the legal case management system (the docket (DEL).				
5.4 The system shall notify CSSD staff when arrests associated with juvenile social file matters are generated in the legal case management system.				
5.5 The system shall notify CSSD staff when a hearing has been scheduled for a juvenile based on update to the event history screen.				
5.6 The system shall notify CSSD staff when a hearing date is approaching for a juvenile, based on the legal case management Case ID search/match and predetermined time parameter to limit number of days in the future to look for scheduled events in the legal case management system.				
5.7 The system shall notify CSSD staff when a Detention Order or Shelter House Order has been issued for a juvenile.				
5.8 The system shall support notification to the PO in advance of predetermined deadlines to complete scheduled tasks.				
5.9 The system shall support notification to the PO & SPO once pre-petition custody order (received from OAG) is scanned into the legal case management system.				
5.10 The system shall support notification to the once a Custody Order is issued in the Court's legal case management system.				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
5.11 The system shall support notification to the SPO upon updates to the Supervision Type field alert to notify SPO designees at the different CSSD locations.				
5.12 The system shall provide functionality to generate request for extension of probation to the Court-PO to be notified 60 days prior to the expiration of probationary term. **PO will send document to supervisor as email attachment; supervisor to monitor process. The expiration date is based on pre- determined time parameter, 60 days from the time of CSSD user initiated data entry.				
5.13 The system shall notify CGC staff when assessment or therapy has been ordered for a juvenile.				
5.14 The system shall notify Probation Officers of upcoming due dates for reports to be submitted for Court.				
5.15 The system shall notify the SPO & PO two (2) business days after the assignment of referral processing has begun for a youth based on CSSD user initiated data entry.				
5.16 The system shall notify the PO of record once the determination has been made that the youth is "Court Involved" based on review of matching XREF number via CourtView records search.				
6.0 Intake Functions (See Appendices C and D)				
6.1 The system shall allow the Intake Staff to document the Risk Assessment in Appendix C.				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
6.2 The system shall allow the Intake Staff to document the Social Assessment in Appendix D.				
6.3 The system shall allow the Intake Staff (Child Guidance) to document Connor Assessment form.				
6.4 The system shall generate overnight transmittals to be emailed to Court personnel – Central Intake Center (CIC), CSSD Director, Intake I (Day Intake) staff.				
6.5 The system shall notify the PO 30 days after a youth has been referred for diversion services based on CSSD user initiated data entry at the time of referral.				
6.6 The system shall allow the Intake Staff to create the No Papered Release Form.				
6.7 The system shall allow the Intake Staff to create the Detention/Release Form.				
6.8 The system shall allow the Intake staff to create the Notice to Appear in JM-15 Form.				
6.9 The system shall allow the Intake staff to create the At Risk Notification Form.				
7.0 Scheduling and Calendaring				
7.1 The system shall be able to display calendar data.				
7.2 The system shall allow for scheduling and calendar data to be integrated with Microsoft outlook.				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
8.0 Statistics and Reporting				
8.1 The system shall have the ability to produce statistical reports.				
8.2 The system shall have the ability to produce management reports. For example, user workload or data quality exception reports.				
9.0 Security & Privacy				
9.1 The system shall provide for integrated security with end-user established levels of functionality and viewing based on roles and responsibility levels.				
9.2 The system shall provide for the ability to create user profiles that control access to application and underlying tables.				
9.3 The system shall allow for application level password authentication.				
9.4 The system shall provide for the ability to view security access logs.				
9.5 The system shall provide for the ability to record the user id of a person performing transactions.				
9.6 The system shall provide for the ability to keep audit trails of changes to the database.				
9.7 The system shall provide an administrative user the ability to view audit trails.				
9.8 The system shall provide the ability to keep audit trails of viewing the database.				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
9.9 The system shall allow sealing of cases in accordance with statutory requirements and allow discretionary viewing of sealed cases by CSSD management as deemed appropriate.				
10.0 Document Management and Scanning				
10.1 The system shall provide for the ability to use a portable scanning device to consume documents.				
10.2 The system shall provide for the ability to scan large numbers of documents using a bar code or alternative capability to identify appropriate juvenile social file matter.				
10.3 The system shall support Signature pads for Court personnel as well external parties.				
10.4 The system shall allow for the rendering of an electronic signature on a document generated by the system.				
10.5 The system shall be able to convert generated documents into standard PDF format.				
11.0 Internet Web and Mobile Features				
11.1 The system shall be compatible with the following Internet Browsers: Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox.				
11.2 The system shall be compatible with standard mobile operating platforms.				

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12.0 Administrative Mode				
12.1 The system shall provide for print management.				
12.2 The system shall provide the ability to support network printing.				
12.3 The system shall provide the ability to monitor, pause, and cancel print jobs.				
12.4 The system shall provide the ability to view the log of application errors.				
12.5 The system shall provide for security (the ability to create, edit, delete users and assign roles and responsibilities for users).				
12.6 The system shall provide for application configuration.				
12.7 The system shall provide for table maintenance.				
12.8 The system shall comply with the American Rehabilitation Act Section 508 Amendment.				
12.9 The system shall provide the capability to design user interface screens and create new data fields/elements in a dynamic fashion.				
13.0 Maintenance Mode				
13.1 The system shall provide the ability for administrative users to define, add, modify and delete data values contained in configuration/reference tables.				
13.2 The system shall provide the ability for real-time updates.				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
13.3 The system shall provide the ability to enter and maintain holidays.				
13.4 The system shall provide the ability to enter vacation schedules for internal personnel and allow for back up assignments.				
14.0 Archive Management				
14.1 The system shall provide the ability to archive selected information.				
14.2 The system shall provide the ability to restore selected archives to a production database.				
15.0 Interfaces				
15.1 \The system shall allow for real-time bi-directional interfacing to the Courts legal case management system.				
15.1.1 The system interface methodology design shall be based on industry standards such as Word Wide Consortium (W3C), NIEM, and ECF.				
15.1.2 The system shall allow for the use of standard SOAP and Restful Web Services.				
15.1.3 The system shall notify the user whether data transmitted to the legal case management system was successful or failed for a stated reason.				
15.2 The system shall allow for an interface to the PreTrial Services Administration system – PRISM (or JUSTIS) – to consume drug test results.				
15.3 The system shall allow for an interface to the Court’s enterprise data warehouse/business intelligence				

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Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
system (Oracle OBIEE) through regular data transfer schedule.				
15.4 The system shall allow for an interface to the Court's designated GPS monitoring vendor.				
15.5 The system shall allow for an interface to the Criminal Justice Coordinating Council's JUSTIS system for juvenile and adult criminal data.				
15.7 The system shall allow for integration with Hyland Technologies OnBase Document Management System platform Version 12 and later.				
16.0 Testing				
16.1 After installation, the contractor shall perform tests to make sure that the system is performing in accordance with the requirements of this RFP. The Contractor shall certify the scope of product validation, if any, based on plus or minus margin or error.				
17.0 Training				
17.1 The contractor shall provide on-site training for approximately 175 end users in CSSD and 5 IT division staff identified by the assigned D.C. Courts' project manager.				
17.2 The contractor shall coordinate training with the Court's project manager.				
17.3 The training shall include written training materials concerning the use and troubleshooting of the system.				
18.0 Documentation / Escrow				
18.1 The contractor shall keep the				

Juvenile Probation Case Management System

Juvenile Probation Case Management System Functional and Systems Requirements	Yes	Future Release Version / Date	Customization / Modification Required	Further Info Provided by Contractor
source code in escrow in the event the contractor goes out of business or otherwise cannot support the product.				
18.2 The contractor shall provide a "User's Guide" in both paper and unrestricted PDF format.				
18.3 The contractor shall provide an "Administrator's Guide" in both paper and unrestricted PDF format.				
18.4 The contractor shall provide a data dictionary with data fields with descriptions and functional usage comments.				
18.5 The contractor shall provide an entity relationship diagram (ERD) in both paper and unrestricted PDF format.				
18.6 The contractor shall provide a data flow dictionary (DFD). The contractor shall provide documentation for the system including installation and configuration scripts for the system and all interfaces in both paper and unrestricted PDF format.				
18.7 The contractor shall provide and update release notes for all system updates.				
19.0 Systems Compatibility (Apply to On Premise Hosted COTS only)				
19.1 The system shall be compatible with the Courts' Oracle J2EE web platform (WebLogic, Tomcat are supported).				
19.2 The system shall be compatible with the Courts Oracle or Microsoft SQL Server platform.				

C.5 Project Management Approach

C.5.1 The Contractor shall develop a “JPCMS Project Plan” for JPCMS implementation. The following components of the JPCMS Project Plan shall be submitted to the Courts within two weeks of the date of contract award:

C.5.1.1 Work Breakdown Structure (WBS). The Contractor shall provide a work breakdown structure (WBS) that identifies all tasks in the project life cycle. The WBS must be in Microsoft Project format.

C.5.1.2 Communications Plan. The Communications Plan shall describe the methods of communication, the timing, and the target audience concerning the contributions, commitments, and challenges for the project.

C.5.1.3 System Testing Plan. The System Testing Plan shall describe the methods for carrying out testing of the JPCMS system throughout implementation. The System Testing Plan shall include the methodology for sharing the Contractor’s system test results.

C.5.1.4 Change Management Plan. The Change Management Plan shall describe a change procedure that shall be used in situations where a change occurs to the project as defined in this Statement of Work.

C.5.1.5 Risk Management Plan. The Risk Management Plan shall define risks and mitigation strategies.

C.5.1.6 Electronic Interface Implementation Plan. The Electronic Interface Implementation Plan shall identify the methodology for designing, developing and testing electronic interfaces that conform to industry best practices – World Wide Consortium standards (W3C). The plan should also explain the benefits and tradeoffs associated with using SOAP as well as Restful web services as well as demonstrate how the proposed methodology takes into account the use of standard XML schema standards such as NEIM and ECF. Additionally, the Electronic Interface Implementation Plan shall describe the proposed implementation strategy for migrating interfaces from a Test environment to Production environment.

C.5.1.7 Training Plan. The Training Plan shall describe a plan for providing on-site training for ten (170) end users in the Jurors’ Office and five (5) IT Division staff in the use and support of the JPCMS selected. The Training Plan shall include written training materials and user manuals.

C.5.1.8 User Acceptance Testing Plan. The User Acceptance Testing Plan shall provide for an operational user testing period of 60 days for all software prior to final acceptance.

C.5.1.9 JPCMS Final Acceptance Testing Plan. The JPCMS Final Acceptance Testing Plan shall provide for the testing of all requirements specified in the contract. The appropriate end-user and the Court's IT representative associated with that requirement shall test and verify each requirement. The Contractor's representative shall be present during each testing procedure and shall document any problems or modifications as required.

C.6 WARRANTY

C.6.1 The Contractor shall provide support for the JPCMS system for a period of 90 days beyond final acceptance under Section E.1. and shall fix the software defects defined below under warranty.

C.6.1.1 A reproducible software defect that is critical in nature, i.e., makes critical features of the system unusable. "Reproducible" means consistently repeatable by following the same steps each time.

C.6.1.2 A reproducible defect in the software that causes the application not to function properly as described in Section C.4.

END OF CLAUSE

**SECTION D – PACKAGING AND
MARKING**

(Not applicable to this procurement)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

- E.1.1 DEFINITIONS: “Services,” as used in this section, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 Right to inspect and test all services: The District of Columbia Courts have the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District of Columbia Courts shall perform inspections and test in a manner that shall not unduly delay the work.
- E.1.3 Failure to perform promptly: If the Contractor fails to promptly perform the services in accordance with the Work Breakdown Structure or take the necessary action to ensure performance in conformity with the contract requirements, the District of Columbia Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the District of Columbia Courts that is directly related to the performance of such service or (2) terminate the contract for default.
- E.1.4 Correction of Non-Conformities. Correction of non-conformities revealed by testing must be performed by the Contractor before the Court’s acceptance of the JMS and at the price provided in the contract. No additional costs for making corrections to meet the requirements found deficient during testing shall be allowed.
- E.1.5 Operational Testing and Final Acceptance: Subsequent to completion of the testing required herein, all software shall undergo an operational testing period prior to final acceptance. The Court shall accept the JPCMS after it is fully operational without any material non-conformities with the specifications in any of the Deliverables for a continuous 90 days.

SECTION F – DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

- F.1.1 The term of the contract shall be twelve (12) months from date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 Option To Extend The Term Of The Contract

- F.2.1 The Courts may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2 If the Courts exercises this option, the extended contract shall be considered to include this option provision.
- F.2.3 The price for the option period shall be as specified in the Section B.3 of the contract.
- F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 Term of Contract.

- F.3.1 The term of the contract shall be as described in the Work Breakdown Structure, but shall not exceed twelve (12) months from the date of award.
- F.3.2 Commencement of Work.
- F.3.2.1 The Contractor shall commence work on the contract award date.

F.4 Deliverables.

- F.4.1 All Deliverables shall be in a form and manner acceptable to the District of Columbia Courts. The Contractor shall complete the tasks and provide to the Contract Administrator the deliverables specified in the JMS Project Plan in accordance with the Work Breakdown Structure.

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SECTION G –CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

G.1.1 The Contractor shall be compensated in the following manner: Contractor shall submit to the Contract Administrator a breakdown of all services performed for review. The Courts will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The Courts will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 Invoice Submittal

G.2.1 The Contractor shall submit proper invoices as specified in Section G.6. Invoices shall be prepared in duplicate and submitted to the Budget and Finance Division with concurrent copies to the COTR specified in Section G.9 below. The address of the Budget and Finance Division is:

**Name: Budget and Finance Division
District of Columbia Courts
616 H Street, NW
6th Floor, Suite 600
Washington, DC 20001**

G.3 To constitute a proper invoice, the Contractor's invoice shall include the following information on the invoice:

- a. Name and address of the Contractor, Federal ID and invoice date and number;
- b. The contract number and Contract Order number;
- c. Description, , price, quantity, and the date(s) that the supplies or services were delivered or performed;
- d. Date the services or supplies were rendered;
- e. Other supporting documentation or information, as required by the Contracting Officer;
- f. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- g. Name, title, phone number of person preparing the invoice;
- h. Name, title, phone number and mailing address of person (if different from the person identified in g above) to be notified in the event of a defective invoice; and
- i. Authorized signature.

G.4 The Contractor shall submit final invoices within thirty (30) days after the expiration of this contract.

G.5 In addition, the Contractor shall complete **Attachment J.8 – District of Columbia Courts Release of Claims form** and submit to the Contracting Officer.

G.6 **Payment**

Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the Contracting Officer's Technical Representative (COTR), or in the case of a dispute, subject to final determination by the Contracting Officer.

G.7 **Contracting Officer (CO)**

G.7.1 The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. The contact information for the Contracting Officer is:

Louis W. Parker
Administrative Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001

G.8 **Authorized Changes by the Contracting Officer**

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 **Contracting Officer's Technical Representative (COTR)**

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G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the COTR is:

NAME: Gregory Hale

TITLE: IJIS Project Manager

DIVISION: Information & Technology

ADDRESS: 410 E Street, NW Washington, DC 20001

Telephone Number: 202-879-1109 and 202-359-0796

Email: Gregory.Hale@dcsc.gov

G.9.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in

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writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Courts, to take all corrective action necessitated by reason of the unauthorized changes.

Questions Concerning This Solicitation Must Be Directed By Email To:

Reginald Ramdat
Senior Contract Specialist
Administrative Services Division
Procurement and Contracts Branch
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
reginald.ramdat@[dcsc.gov](mailto:reginald.ramdat@dcsc.gov)

END OF CLAUSE

SECTION H – SPECIAL CONTRACTS REQUIREMENTS

H.1 Department of Labor Wage Determination

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 3, dated 04/08/2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.10. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 27 of the DC Courts General Contract Provisions (J.1). If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 Publicity

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.3 Disclosure of Information

- H.3.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- H.3.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- H.3.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- H.3.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.4 Security Requirements

- H.4.1 The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.5 Courts' Responsibilities

- H.5.1 The Courts' staff will work with the selected Contractor to address any questions and concerns.
- H.5.2 The Courts' staff will provide the necessary level of access to the Courts' systems.

H.6 Contractor Project Staff

- H.6.1 The Contractor shall not change key Contractor staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes shall require formal written notice to the Courts. Replacement project staff shall have comparable or greater skills with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFP and any resulting contract.

The Courts reserves the right to require removal or reassignment of the Contractor's project staff found unacceptable.

The Courts may conduct reference checks—and will conduct background checks (See H.4)—on the Contractor's project staff. The Courts reserves the right to reject the Contractor's staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the Courts shall have the option to terminate the contract, at its discretion, if it is dissatisfied with the Contractor's replacement project staff.

END OF CLAUSE

PART II

SECTION I – CONTRACT CLAUSES

I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts

The General Provisions Applicable to D.C. Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this solicitation.

I.2 Contracts that Cross Fiscal Years

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 Confidentiality of Information

The Contractor shall keep all information relating to any employee or customer of the Courts in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the Courts and federal laws governing the confidentiality of records.

I.4 Time

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 Rights In Data

I.5.1 —Data, as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term —Technical Data, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and

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computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3 The term —Computer Software, as used herein means computer programs and computer databases. —Computer Programs, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. “Computer Programs” include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term “computer databases”, as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the Courts. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Courts under this Contract, are works made for hire and are the sole property of the Courts; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the Courts the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the Courts until such time as the Courts may have released such data to the public.
- I.5.6 The Courts will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired,

including use at any Courts installation to which the computer may be transferred by the Courts;

- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in
Contract No. _____ with _____; and
(Insert Contractor's Name)

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the Courts' rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the Courts of liability with respect to such unmarked software.
- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the Courts a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the Courts under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the Courts under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the Courts any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the

subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Courts' or the Contractor's rights in that subcontractor data or computer software which is required for the Courts.

- I.5.10 For all computer software furnished to the Courts with the rights specified in Section I.5.5, the Contractor shall furnish to the Courts, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the Courts with the restricted rights specified in Section I.5.6, the Courts, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the Courts under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the Courts, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the Courts under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Courts under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the Courts and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 Other Contractors

The Contractor shall not commit or permit any act that will interfere with the performance of work by another Courts contractor or by any Courts employee.

I.7 Subcontracts

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting

Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.8 Ethics in Public Contracting

The Offeror shall familiarize itself with the Court's policy entitled "Ethics In Public Contracting". The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.9 Disputes

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

I.10 Laws and Regulations

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.11 Non-Discrimination

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.12 Examination of Books and Records

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the contract.

I.13 Record Keeping

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.14 Insurance

I.14.1 **General Requirements:** Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with Ten (10) days prior written notice in the event of non-payment of premium. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia Courts as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia Courts, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the Courts of Columbia or the jurisdiction in which the contract is performed.

4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.14.2 **Duration:** The Contractor shall carry all required insurance until all contract work is accepted by the Courts, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- I.14.3 **Liability:** These are the required minimum insurance requirements established by the Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- I.14.4 **Contractor's Property:** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- I.14.5 **Measure of Payment:** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.14.6 **Notification:** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- I.14.7 **Certificates of Insurance.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Louis W. Parker
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Louis.Parker@dcsc.gov

I.14.8 **Disclosure of Information.** The Contractor agrees that the Courts may disclose the name and contact information of its insurers to any third party which presents a claim against the Courts for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.15 **Cancellation Ceiling**

I.15.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2017, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring cost, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.16 **Order of Precedence**

I.16.1 The contract awarded as a result of this RFP will contain the following clause:

I.16.1.1 **Order of Precedence**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) DC Courts General Contract Provisions
- (4) Contract attachments other than the General Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

Governing Law

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

END OF CLAUSE

PART IV

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to D.C. Courts Contracts (23 Pages)**
- J.2 Anti-Collusion Statement (1 Page)**
- J.3 Ethics in Public Contracting (1 Page)**
- J.4 Non-Discrimination (1 Page)**
- J.5 Certification of Eligibility (1 Page)**
- J.6 Tax Certification Affidavit (1 Page)**
- J.7 Certification Regarding a Drug-Free Workplace (2 Pages)**
- J.8 District of Columbia Courts Release of Claims (2 Pages)**
- J.9 Past Performance Evaluation Form (2 Pages)**
- J.10 Wage Determination No. 2015-42814, Revision No. 3, dated 04/08/2016
 (10 Pages)**

Appendix A – Sample Probation Officer Report (16 Pages)

Appendix B – Emergency Hearing Memorandum Template (2 Pages)

Appendix C – Risk Assessment Instrument Template (3 Pages)

Appendix D – Social Assessment Form Template (9 Pages)

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Walsh-Healy Act

If your offer is \$10,000 or more, the following information **MUST** be furnished:

(a) Regular Dealer

- ☐ The Offeror is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- ☐ The Offeror is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

(b) Manufacturer

- ☐ The Offeror is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- ☐ The Offeror is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

K.2 Buy American Certification

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 28 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OR ORIGIN

K.3 Officers Not To Benefit Certification

Each Offeror shall check one of the following:

- M No person listed in Clause 21 of the District of Columbia Courts General

Contract Provisions will benefit from this contract.

- M The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.4 Certification of Independent Price Determination

- (a) Each signature on the offer is considered to be a certification by the signatory that:
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offer;
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before offer opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this offer, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

(insert full name or person(s) in the organization responsible for determining the prices offered in this offer and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
- (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 Type of Business Organization

Offeror operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

K.6 Payment Identification Number

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

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PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

K.7 Tax Certification

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.6.

END OF CLAUSE

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Contract Award

L.1.1 Most Advantageous to the Courts

The Courts intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Courts, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 Proposal Form, Organization and Content

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

Solicitation Number: DCSC-16-RP-0074

Caption: "Juvenile Probation Case Management System"

Proposal Due Date & Time: Friday, September 16, 2016, 2:00 p.m., EST

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the Courts to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. EST, Friday, September 16, 2016. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated Courts office after the exact local time specified above, are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the five (5) calendar days before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the Courts, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 Explanation to Prospective Offerors

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to Reginald Ramdat, Senior Contract Specialist at reginald.ramdat@dcsc.gov. The prospective Offeror shall submit questions no later than 2:00 p.m. September 8, 2016. The Courts will not consider any questions received after 2:00 p.m. September 8, 2016. The Courts will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. **The Courts will post all amendments and responses to offerors questions in the DC Courts and the Federal Business Opportunities Websites at at <http://www.dccourts.gov/internet/system/admin/procurement.jsf> and www.fedbizopps.gov. Oral explanations or instructions given Courts officials before the award of the contract will not be binding.**

L.5 Failure to Submit Offers

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, identified on section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 Restriction on Disclosure and Use of Data

- L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Courts will have the right to duplicate, use, or disclose the data to the extent consistent with the Courts’ needs in the procurement process. This restriction does not limit the Courts’ rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).”

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.7 Proposals with Option Years

L.7.1 The offeror shall include option period prices in its price proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option period(s).

L.8 Proposal Protests

L.8.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

**Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001**

L.8.2 A protest shall include the following:

L.8.2.1 Name, address and telephone number of the protester;

L.8.2.2 Solicitation or contract number;

L.8.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;

L.8.2.4 Request for a ruling by the Contracting Officer; and

L.8.2.5 Statement as to the form of relief requested.

L.9 Signing of Offers

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 Unnecessarily Elaborate Proposals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 Retention of Proposals

All proposal documents will be the property of the Courts and retained by the Courts, and therefore will not be returned to the Offerors.

L.12 Proposal Costs

The Courts is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.14 Certificates of Insurance

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.14 to:

Louis W. Parker
Contracting Officer
Administrative Services Division
District of Columbia Courts
616 H Street, N.W., Suite 622
Washington, D.C. 20001
Louis.Parker@dcsc.gov

L.15 Acknowledgment of Amendments

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Courts must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 Best and Final Offers

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the Courts' best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.17 Familiarization with Conditions

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 Offerors may submit Proposals either by mail or by hand delivery/courier services.

L.18.1 Offerors submitting their proposals by Mail must mail their proposals to the following address:

**District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Reginald Ramdat
Senior Contract Specialist
616 H Street, N.W., Suite 612
Washington, D.C. 20001**

L.18.2 Offerors submitting their proposals by Hand Delivery/Courier services must hand deliver their proposals to the following address:

**District of Columbia Courts
Administrative Services Division
Procurement and Contracts Branch
Attn: Reginald Ramdat
Senior Contract Specialist
701 7th Street, N.W., Suite 612
Washington, D.C. 20001**

L.19 Proposal Information and Format

L.19.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

L.19.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal.

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L19.3 Volume I – Technical Proposal shall be comprised of the following tabs:

Tab	Section
A	Technical Capability (See section M.2.1)
B	Approach to Meeting JPCMS Requirements (See section M.2.2)
C	Product Implementation (See section M.2.3)
D	Experience (See section M.2.4)
E	Implementation Plan (See section M.2.5)
F	Table C.4.1 JPCMS Functional and Systems Requirements

L.20 Volume II – Price Proposal shall be comprised of the following tabs:

Tab	Section
A	Price Information (See section L.20.1)
B	General Information (See Sections L.20.2.1 and L.20.2.2)
C	Disclosure (See Section L.20.3)

L.20.1 Volume II – **Tab A - Price Proposal**

L.20.1.1 A separately bound price proposal must be submitted using the format provided in **Section B.4 Price/Cost Schedule** of this RFP.

L.20.2 Volume II - **Tab B – General Information**

L.20.2.1 Each Offeror must provide the following information in this section:

L.20.2.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual;

L.20.2.1.2 Ownership structure;

L.20.2.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.20.2.1.4 Articles of incorporation, partnership or joint venture agreement;

L.20.2.1.5 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;**

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L.20.2.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and

L.20.2.1.7 Name, address, and current phone number of offeror's contact person.

L.20.2.2 Offerors shall complete and return with their proposal the Solicitation/Offer/Award Form (Page 1), Representations, Certifications and Acknowledgments (Page 46-48) and Anti-Collusion Statement (Attachment J.2), Ethics in Public Contracting (Attachment J.3), Non-Discrimination (Attachment J.4), Certification of Eligibility (Attachment J.5), Tax Certification Affidavit (Attachment J.6), Certification Regarding A Drug-Free Workplace (Attachment J.7) and Past Performance Evaluation Forms (Attachment J.9)

L.20.3 Volume II - Tab C - Disclosure

L.20.3.1 Other Considerations shall contain any assumptions, conditions, or exceptions (technical, price, or otherwise) by the Offeror upon which the proposal is based to include the rationale for the assumption, condition, or exception and other general information. If the Offeror has no assumptions, conditions, or exceptions, state so.

L.20.3.2 Disclosure details of any legal action or litigation past or pending against the Offeror.

L.20.3.3 A statement that the Offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts.

L.21 Past Performance

The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein.

The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:

Three (3) references to include information about previously performed Courts or federal or private contracts providing similar and/or like services, inclusive of dates, contract amount, address and telephone number of the contract administrator. **Each**

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reference shall be submitted on the Past Performance Evaluation Form (Attachment J.9) and shall address client's satisfaction with Offeror's performance and deliverables on similar services.

Past Performance Evaluation Form (Attachment J.9) will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure

that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the period of performance, dollar amount, timeliness of performance, cost control business relations and customer satisfaction.

Past performance information will be used for responsibility determination. The Courts will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP.

The Courts reserves the right to contact the owners of projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of past performance.

L.22 Acceptance Period

- L.22.1 The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if it's Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

END OF CLAUSE

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts and in accordance with the evaluations factors listed below in Section M.2. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the Offeror's best terms from a cost and technical standpoint.

M.2 Evaluation Criteria

Table M.2 Evaluation Criteria:

ITEM NO.	PROPOSAL SECTION	EVALUATION CRITERIA	MAXIMUM POINTS
M.2.1	Tab A	Technical Capability: Sound, logical and reasonable approach to implementation, based on industry best practices, specifically ISO-9000 or SEI CMM Level 3 standards, compliant with the D.C. Court's SELC, taking full advantage of the available tools. Approach minimizes risk.	20
M.2.2	Tab B	Product Conformance with JPCMS Requirements: The maximum number of baseline functional requirements are already met by the product, and customization, rather than modification is required to meet the balance of requirements; the product shall be able to support all customization while still accepting standard upgrades in later product releases.	25

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M.2.3	Tab C	Product implementation Plan: The product has been implemented by the proposed team in at least three court systems of comparable size and complexity to the D.C. Courts, and has been in full operation for a minimum of six months, with successful risk mitigation, minimal problems, successful problem resolution and delivery of each phase of the implementation and integration on time and within budget. A demonstration of the product will be included.	25
M.2.4	Tab D	Experience: The Corporate Team has the experience, staff, resources, and organizational stability to support the JPCMS project over its lifecycle.	15
M.2.5	Volume II Tab A	Price Proposal: Offeror shall submit a detailed breakdown of proposed Price to include product licensing, implementation and maintenance/support. Price will be evaluated in accordance with Clause M.6 below.	15

M.3 Prospective Contractor's Responsibility

M.3.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

M.3.1.1 Financial resources adequate to perform the contract, or the ability to obtain them;

M.3.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

M.3.1.3 A satisfactory record of performance;

M.3.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them;

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- M.3.1.5 Compliance with the applicable Courts licensing, tax laws, and regulations;
 - M.3.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
 - M.3.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- M3.2 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an Offeror to comply with a request for information may subject the Offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the Offeror to be non-responsible.

M.4 Price Proposal Evaluation

- M.4.1 The Courts will not rate or score price, but will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work. Alternative price proposals, if considered by the Courts, will be evaluated on contract type risk, potential savings, other advantages or disadvantages to the Courts, and the discretion of the government.
- M.4.2 Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:
 - a. Do the proposed prices reflect a clear understanding of the requirements?
 - b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the Offeror in performing the effort with reasonable economy and efficiency?
 - c. Are proposed prices unrealistically high or low?
 - d. Are the proposed prices consistent with the technical and Management/staffing approach (e.g., if the Offeror proposes a staff of

x people, the price proposal must account for x people)?

M.4.3 Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact price. In the evaluation the Courts will consider the following:

- a. Is the proposed price(s) (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the Offeror's technical and management approach?
- c. Are the proposed price(s) for hardware and software comparable to competitor's prices under this solicitation?
- d. Are the proposed price(s) for installing hardware and software comparable to Competitor's prices under this solicitation?
- e. Are the proposed price(s) for warranty and customer support comparable to Competitor's prices under this solicitation?

M.4.4 Completeness: In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation the Courts will consider the following:

- a. Do the proposed prices include all price elements the Offeror is likely to incur in performing the effort?
- b. Are proposed prices traceable to requirements?
- c. Do proposed prices account for all requirements?
- d. Are all proposed prices supported with adequate data to permit a thorough evaluation?

END OF CLAUSE